

REMARKS

It is our understanding that claims 1-26 remain pending in this application. **We proceed now with reference specifically to the numbered items in the Action.**

Items 1-2 (Initial items “1” and “2” in the Action):

These appear informational in nature and are understood to require no reply.

Item 3 (Response to Arguments):

The Action here states “*As per claim 1, Applicant asserts “Le Berre does not teach or reasonably suggest anything about hyperlinks having human and machine interpretable elements [cite omitted]”. Examiner respectfully disagrees because ... the alleged limitation has not been recited into the claim.*” However, the Examiner seems to have forgotten that one does not need to recite conventional elements and their features in claims when such would be obvious to one of ordinary skill in that art. By their very definition and as is well known, hyperlinks have both human and machine interpretable sub-elements. The human interpretable sub-element is what a user sees and recognizes as identifying a link to click on to initiate an operation, and the machine interpretable sub-element is what then directs the machine (e.g., a computer) to perform a specific such operation.

Item 4 (Response to Arguments, cont.):

The Action here states:

In addition, As per claim 1, Applicant asserts (i) Applicant's "encrypted data" is tied to its "originator identifier", which is not just any encrypted data (e.g., its is not Le Berre's crypto-signature) ... and (ii) One of ordinary skill in the art will appreciate that claim 1 employs decryption and that hashed data cannot be substituted for Applicant's "encrypted data" ... and (iii) "hashed data cannot be substituted for encrypted data" Examiner respectfully disagrees because Examiner notes the broadest and reasonable claim interpretations are made, according to MPEP 2111, such that (a) either a hashed value or a message can be considered as one type of computer data entities ... (underlining in original, double underlining emphasis added)

Respectfully, claim 1 one does not recite any of: a hash or a hashed anything, a message, or computer data entities. Accordingly, the Examiner’s remarks here appear to be simply irrelevant to whether claim 1 is allowable.

Continuing, the Action next states:

(b) the submitted rejection is not interpreting the hashed data as encrypted data and instead the submitted rejection broadly interprets that signing the hashed value by using a private key is broadly considered as an "encrypted data"

We thank the Examiner for now clarifying that he did not mean that hashed data and encrypted data are equivalent. But next the Action states "... to meet the claim language since a data element encrypted, at the originate server A, using its private key is qualified as an "encrypted data",," and this cannot be reconciled with the assertion above "(i) Applicant's "encrypted data" is tied to its "originator identifier", which is not just any encrypted data (e.g., its is not Le Berre's crypto-signature)."

First, that a signed hash is equivalent to an encrypted data, as claim 1 recites such, is not an interpretation that would be made by one of ordinary skill in the art unless they were using Applicant's disclosure for 20/20 hindsight (and then incorrectly, as discussed next). We respectfully remind the Examiner that the use of such hindsight is improper, as affirmed in thousands of case law examples and as extensively discussed in the MPEP.

Second, the use of a signed hash as an encrypted data here cannot reasonably be reconciled with the rest of claim 1. Claim 1 further recites "*a code segment that determines whether ... said encrypted data decrypts successfully.*" Since hash values inherently appear to be random values, until one actually proves otherwise by using the original data and algorithm to create another instance for comparison, there would be no reasonable way to determines if a hash value was successfully decrypted.

Furthermore, while the Examiner has only discussed a 'hash value as encrypted data' here with respect to claim 1, the rejection at issue includes claims 6-8, 15-17, and 23-24 and all of these recite language that very clearly make it impossible for Applicant's encrypted data to merely be an encrypted hash value.

Item 5 (Response to Arguments, cont.):

The Action here states:

As per claim 1, Applicant asserts "Schneider in view of Le Berre does not teach presenting information on a display unit (Remarks: Page 6 / Line 15 - 17)". Examiner respectfully disagrees because Applicant's argument has no merit since the alleged limitation regarding what kind of particular information intended to be displayed has not been recited into the claim.

However, this is clearly nonsense. Applicant merely stated that the combination of references does not “*teach presenting information on a display unit.*” Applicant did not say anything about “*what kind*” of anything, anything about “*particular information,*” or about anything being “*intended to be displayed.*” All of these seem to be limitations that the Examiner has conjured up in his own mind and is now trying to argue that Applicant raised in the last Response. These are not present in Applicant’s claim 1 and we have never argued that they are.

Item 6 (Response to Arguments, cont.):

The Action here states:

As per claim 1, Applicant asserts [the combination of references] does not teach "presenting a confirmation of authentication to the user (Remarks: Page 6 / Line 25 - 27)". Examiner respectfully disagrees because Le Berre teaches successfully authenticating the signed URL and return the response t [SIC] the user's browser (Le Berre: Column 8 Line 48-51) and as such Applicant's arguments are respectfully traversed.

First, the Examiner has not meaningfully responded to Applicants arguments on pg. 6. At ln. 25-27 we re-quoted the Examiner’s own quotation of Le Berre and at ln. 29-30 we pointed out that Le Berre (at col. 8, ln. 48-51) merely teaches returning a customer license number. At ln. 30-31 we further asked what relevance this has to the claimed invention (we asked rhetorically, i.e., implying that it has no relevance).

Second, the Examiner now discusses “*authenticating [a] signed URL,*” but fails to explain what relevance this has. It apparently has none, however, since claim 1 does not recite such and Le Berre’s signed URL is merely checked to determine whether to return its customer license number. This, among other things, makes it irrelevant here. Le Berre’s signed URL is used before something happens. In contrast, claim 1 recites a “*target URL*” that is used “*to redirect the user to the target URL.*” Applicant’s target URL can therefore be a simple URL, with no reason for it to be signed, and is used after authentication happens.

Item 7 (Responsive to the 2nd set of items “1” and “2” in the Action and Items 3-4 in the Action):

Other than minor revisions in accord with the procedural amendments made to the claims in the last Response, the Action here substantially repeats the language of Items 8-11 in the prior

Action. In reply to these substantively unchanged arguments here, Applicant incorporates by reference its remarks from the prior Response and asks for reconsideration of those remarks.

CONCLUSION

Applicant has endeavored to put this case into complete condition for allowance. It is thought that the §103 rejections have been completely rebutted. Applicant therefore asks that all objections and rejections now be withdrawn and that allowance of all claims presently in the case be granted.

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Respectfully Submitted,



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